

Tentative Agreement
Town of Hampton and Hampton Professional Firefighters Association, Local
2664

Below are the changes agreed to between the parties:

ARTICLE 3

ASSOCIATION SECURITY

(New Section re-written to comply with recent USSC decision)

Section 1.

- A. **Agency Shop.** Any Employee who elects to become a member of the union shall pay dues to the union. Any employee who elects to not to become a member of the union may instead elect to voluntarily pay a service charge to the Union.
- B. **Maintenance of Membership.** Each Employee who on the effective date of this agreement, is a member of the Union and each employee who becomes an employee after that, shall be given the opportunity to withdraw membership during the fifteen (15) calendar days immediately preceding the expiration of this Agreement.

Section 2 Dues Collection

- A. The Town agrees to deduct local 2664 dues from all employees who are covered by this agreement and who are Union members. The Town also agrees to forward the dues collected along with a statement as to who has paid those dues to :
Treasurer, Local 2664
- B.) Local 2664 agrees to notify the Town of the correct name and address of the individual who/institution who is to receive the dues.
- C.) The Dues Deduction shall be made weekly and shall be forwarded to the person and address noted above on a monthly basis.
- D.) No deductions of dues will be made by the Town unless an authorization card authorizing said deduction signed by the employee shall have been filed with the Town. The parties agree that all such signed cards which have been filed prior to the ratification of this agreement are valid and need not be duplicated.
- E. For any employee who elects not to become a member of the Union but instead elects voluntarily to pay a service charge to the Union, the Town agrees to deduct said weekly service charge weekly and to forward that payment monthly to the Treasurer of Local 2664 in the same manner as Union dues, provided that no such deduction of service charge shall be made by the Town unless an authorization card authorizing said deduction signed by the employee shall have been filed with the Town.
- F.) The Union agrees to notify the Town in writing of the amount of dues or service charges to be deducted weekly from each employee, and to notify the Town a month in advance of any changes in the amount to be deducted.

Section 3.

Should there be a dispute between an employee and the Union and/or the Town or the Board, relating to any dues or service charge fees provided in Sections 1 and 2, the Union agrees to defend, indemnify and hold the Town and/or the Board harmless in any such dispute.

ARTICLE 26
UNIFORM ALLOWANCE
(Changes in Bold)

Section 1.

The Town shall provide uniforms and/or dry cleaning services up to the amount of the annual uniform allowance for all full-time personnel covered by this Agreement, regardless of when the employee enters the Department in the amount of Seven Hundred Dollars (\$700) per year. **Uniforms shall consist of these items as the Town may require, as issued in a Department Uniform Policy. Changes to the Uniform Policy will be mutually agreed upon by the Chief and the Local and issued by the Chief.**

Section 2.

The Town shall provide the following protective clothing to each member of the Department covered by this Agreement who participates in fire ground activities. Items to be included are:

One (1) Leather Helmet with eye shield

One (1) set of Turnout gear that is made of highest quality materials that meet or exceed NFPA 1500, 1851 and 1971.

Two (2) pairs of firefighting gloves, that meets or exceeds the above standards mentioned in protective clothing, at the option of the employee.

Two (1) pair of structural firefighting boots

One (1) pair of wool mittens with liner

One (1) Blue Watch Cap

One (1) highest quality hand light

One (1) highest quality firefighting hood.

One (1) Self Contained Breathing Apparatus face piece

Protective clothing damaged during emergency operations or training will be replaced by the Town in a reasonable period of time.

It is expressly understood that the Chief or Chief's designee shall buy only top quality protective clothing and that factory seconds shall not be purchased or issued to a member covered by this agreement.

Section 3. (New section)

One Class A Dress Uniform (Coat, long sleeve shirt, pants, hat, and tie) shall be provided by the Town to each member upon the completion of their probationary period, this is in addition to the uniform allowance. All future upkeep and replacement shall be the responsibility of the individual member.

Section 4. (Language non-cost item)

The Board and the Local support the creation and recommend future funding of the capitol reserve fund the Town implemented in the 2019 Town Meeting. Which is intended to fund a full second set of protective clothing (turnout gear) for all members who participate in fire ground operations.

ARTICLE 29

SALARY SCHEDULE

Section 1.

Annual salaries for permanent Firefighters covered by this Agreement shall be as follows:

	April 1, 2020	April 1, 2021	April 1, 2022
Step			
Start	45,988.83	47,276.52	48,600.26
1 year	47,138.55	48,458.43	49,815.26
2 year	48,288.26	49,640.34	51,030.27
3 year	50,702.69	52,122.36	53,581.79
6 year	53,237.83	54,728.49	56,260.88
12 year	55,899.72	57,464.91	59,073.93
18 year	58,694.69	60,338.14	62,027.61

20 year an annual stipend payment of \$1,250 shall be paid in the first pay period of December.

Section 2.

Annual base salaries for permanent Fire Alarm Operators covered by this Agreement shall be as follows:

	April 1, 2020	April 1, 2021	April 1, 2022
Step			
Start	37,868.09	38,928.39	40,018.39
1 year	38,814.80	39,901.62	41,018.86
2 year	39,761.49	40,874.81	42,019.30
3 year	41,749.57	42,918.56	44,120.28
6 year	43,837.05	45,064.48	46,326.29
12 year	46,028.90	47,317.70	48,642.60
18 year	48,330.35	49,683.60	51,074.74

20 year an annual stipend payment of \$1,250 shall be paid in the first pay period of **December.**

Section 3.

(Bold is new language to be added)

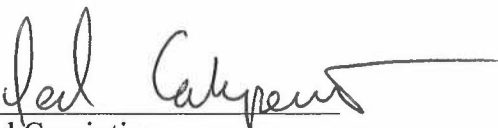
Any firefighter with an Associate's degree from an accredited college or university which is job related shall receive this class. **Any firefighter with a Bachelor's degree from an accredited college or university shall receive this class.** Any member covered by this agreement hired on or before April 1, 1990, holding an Associates or Bachelor's degree related or not shall be put in this class.


Article 22 Health Insurance (Non-cost item)

Delete Section 3D in its entirety. Language is expired at the end of the previous agreement.

Article 25 TAX DEFERRED RETIREMENT CONTRIBUTION (non-cost item language only)

Section 4 (new section): Members may elect to have a portion of their annual stipends (holiday pay, Pro leave, longevity, etc.) paid directly to their 457 plan. The Town finance office will establish a process to facilitate these payments, which members must follow and complete.


Jed Carpintier,
President Local 2664


For the Board
James Sullivan,
Deputy Town Manager

Date: 12.10.19

Tentative Agreement

Town of Hampton and Hampton Fire Department Supervisory Association, Affiliated with Hampton Professional Firefighters Association Local 2664

Below are the changes agreed to between the parties:

ARTICLE 5 UNION SECURITY

ASSOCIATION SECURITY (Amended entire section to comply with US Supreme Court Case ***Non-Cost item)

Section 1.

- A. Agency Shop. Any Employee who elects to become a member of the union shall pay dues to the union. Any employee who elects to not to become a member of the union may instead elect to voluntarily pay a service charge to the Union.
- B. Maintenance of Membership. Each Employee who on the effective date of this agreement, is a member of the Union and each employee who becomes an employee after that, shall be given the opportunity to withdraw membership during the fifteen (15) calendar days immediately preceding the expiration of this Agreement.

Section 2 Dues Collection

- A. The Town agrees to deduct local 2664 dues from all employees who are covered by this agreement and who are Union members. The Town also agrees to forward the dues collected along with a statement as to who has paid those dues to :
Treasurer, Local 2664
- B.) Local 2664 agrees to notify the Town of the correct name and address of the individual who/institution who is to receive the dues.

C.) The Dues Deduction shall be made weekly and shall be forwarded to the person and address noted above on a monthly basis.

D.) No deductions of dues will be made by the Town unless an authorization card authorizing said deduction signed by the employee shall have been filed with the Town. The parties agree that all such signed cards which have been filed prior to the ratification of this agreement are valid and need not be duplicated.

E. For any employee who elects not to become a member of the Union but instead elects voluntarily to pay a service charge to the Union, the Town agrees to deduct said weekly service charge weekly and to forward that payment monthly to the Treasurer of Local 2664 in the same manner as Union dues, provided that no such deduction of service charge shall be made by the Town unless an authorization card authorizing said deduction signed by the employee shall have been filed with the Town.

F.) The Union agrees to notify the Town in writing of the amount of dues or service charges to be deducted weekly from each employee, and to notify the Town a month in advance of any changes in the amount to be deducted.

Section 3.

Should there be a dispute between an employee and the Union and/or the Town or the Board, relating to any dues or service charge fees provided in Sections 1 and 2, the Union agrees to defend, indemnify and hold the Town and/or the Board harmless in any such dispute.

ARTICLE 27 UNIFORM ALLOWANCE

Section 2. (New section clarified language Non-Cost item)

The Town shall provide the following protective clothing to each member of the Department covered by this Agreement who participates in fire ground activities. Items to be included are:

One (1) Leather Helmet with eye shield

One (1) set of Turnout gear that is made of highest quality materials that meet or exceed NFPA 1500, 1851 and 1971.

Two (2) pairs of firefighting gloves, that meets or exceeds the above standards mentioned in protective clothing, at the option of the employee.

Two (1) pair of structural firefighting boots

One (1) pair of wool mittens with liner

One (1) Blue Watch Cap

One (1) highest quality hand light

One (1) highest quality firefighting hood.

One (1) Self Contained Breathing Apparatus face piece

Protective clothing damaged during emergency operations or training will be replaced by the Town in a reasonable period of time.

It is expressly understood that the Chief or Chief's designee shall buy only top quality protective clothing and that factory seconds shall not be purchased or issued to a member covered by this agreement.

Section 3. (New)

Upon promotion to Officer Rank, in addition to the annual clothing allowance, the Town shall provide a new Class A Uniform Coat, Shirt, hat and appropriate insignia. Upon subsequent promotions the Town shall provide the appropriate insignia. All future upkeep and replacement of the Class A Uniform shall be paid by the member.

Section 4. (Language non-cost item)

The Board and the Local support the creation and recommend future funding of the capitol reserve fund the Town implemented in the 2019 Town Meeting. Which is intended to fund a full second set of protective clothing (turnout gear) for all members who participate in fire ground operations.

**ARTICLE 30
SALARY SCHEDULE**

Section 1.


Annual salaries for eligible employees shall be as follows:


	4/1/2020	4/1/2021	4/1/2022
Deputy Chief	\$95,503.90	\$98,178.11	\$100,926.99
Captain, FPO and			
EMS Officer	\$78,281.88	\$80,473.77	\$82,727.04
Lt. and Fire Inspector	\$74,554.18	\$76,641.70	\$78,787.66
Fire Secretary	\$48,160.54	\$49,509.03	\$50,895.28
Fire Prev. Sect.	\$18.29/hr.	\$18.80/hr.	\$19.33/hr.

Article 51

Tax Deferred Retirement Contribution

The Town agrees to offer employees the opportunity to enroll in a deferred compensation plan known as 457 Plans, including currently existing plans. The Town agrees to afford all employees enrolled in such 457 plans the opportunity to participate in permissible loans and loan payment terms and conditions, that are in conformance with the Internal Revenue Service Code, Town Policy and result in no cost to the Town. **Members may elect to have a portion of their annual stipends (holiday pay, Pro leave, longevity, etc.) paid directly to their 457 plan. The Town finance office will establish a process to facilitate these payments, which members must follow and complete.**


Jed Carpentier, President
Local 2664


for the Board
James Sullivan,
Deputy Town Manager

Date: 12.10.19

Printed on: 12/6/2019

Firefighters and Fire Alarm Operators

Item	2.80% Year 1	2.80% Year 2	2.80% Year 3	39 weeks 2020	52 weeks 2021	52 weeks 2022	13 weeks 2023
FF Wages	\$62,322	\$63,976	\$66,119	\$46,742	\$63,562	\$65,583	\$16,530
Overtime	\$9,317	\$9,317	\$9,317	\$6,988	\$9,317	\$9,317	\$2,329
Holidays	\$2,397	\$2,461	\$2,543	\$1,798	\$2,445	\$2,522	\$636
Other Cost Items	\$5,550	\$6,250	\$8,750	\$5,550	\$6,250	\$8,750	
FT Benefits	\$25,102	\$25,864	\$27,354	\$18,826	\$25,673	\$26,982	\$6,839
	\$104,688	\$107,867	\$114,083	\$79,904	\$107,247	\$113,154	\$26,333

Firefighters and Fire Alarm Operators

Item	2.80% Year 1	2.80% Year 2	2.80% Year 3	39 weeks 2020	52 weeks 2021	52 weeks 2022	13 weeks 2023
FA Wages	\$5,781	\$7,219	\$7,609	\$4,335	\$6,859	\$7,511	\$1,902
Overtime	\$1,059	\$1,059	\$1,059	\$794	\$1,059	\$1,059	\$265
Holidays	\$222	\$278	\$293	\$167	\$264	\$289	\$73
Other Cost Items	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	
FT Benefits	\$1,564	\$1,845	\$1,922	\$1,173	\$1,775	\$1,903	\$480
	\$9,876	\$11,651	\$12,132	\$7,720	\$11,207	\$12,012	\$2,721

Total Firefighters & Alarm Operators

\$87,623	\$118,455	\$125,166	\$29,054
			\$360,299

Fire Officers

Item	2.80% Year 1	2.80% Year 2	2.80% Year 3	39 weeks 2020	52 weeks 2021	52 weeks 2022	13 weeks 2023
FT Wages	\$25,192	\$21,984	\$22,599	18,894	22,786	22,445	5,650
FT Wages Grp 1 Ret	\$1,312	\$1,348	\$1,386	984	1,339	1,377	347
PT Wages	\$1,572	\$746	\$767	1,179	952	761	192
Overtime	\$3,623	\$3,623	\$3,623	2,718	3,623	3,623	906
Holidays	\$887	\$761	\$783	665	793	777	196
FT Benefits Grp 2	\$9,368	\$8,317	\$8,517	7,026	8,579	8,467	2,129
FT Benefits Grp 1	\$247	\$254	\$261	185	252	259	65
PT Benefits	\$120	\$57	\$59	90	73	58	15
	\$42,322	\$37,090	\$37,995	31,742	38,398	37,769	9,499
							117,407

Firefighters and Fire Officers overtime was calculated using 5 year average for all OT lines related to fire suppression and fire prevention in Fire Budget. The total for these lines was \$462,162. It was then proportionally split between the number of members in the Firefighter Group compared to Fire Officers which was a 28/11 split or 72/28% split. It is then multiplied by proposed % increase

For Fire Alarm Operators just used the one budget line for OT for this group using 5 year average again which was \$37,828 and multiplied that by proposed percentage increase

Officers cost items do not include cost related to EMS Officer as he is paid out of EMS Fund